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PART I

SECTION A - SOLICITATION/CONTRACT FORM

A.1 GENERAL INFORMATION

Section L of this solicitation contains important information about the preparation of proposals for this procurement. Offerors are expected to examine the schedule and all instructions and to furnish the information required by this RFP.

A.2 ISSUING OFFICE

This RFP is issued by the Contracts, Policy and Oversight Division of the National Science Foundation, which is the only point of contact for this procurement. Proposals and any inquiries concerning this solicitation must be submitted in writing to the following:

National Science Foundation
Contracts, Policy and Oversight
Attn: Steven L. Strength
Room 475
4201 Wilson Boulevard
Arlington, VA 22230

All proposals **MUST** be labeled as follows:

Mailroom: DO NOT OPEN (RFP CPO 99-024)

Deliver Directly to Room 475

Proposals, including modifications, received at the issuing office after the closing date and time specified on the cover page of this solicitation will be considered as late submissions and handled accordingly.

As used in the referenced FAR provision titled "Late Submissions, Modifications, and Withdrawals of Proposals," the term "mail" does **not** include materials sent by means of express delivery services other than the **U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee**. Proposals submitted by means of express delivery services other than the **U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee** will be considered the same as hand-carried submissions.

Be advised that the NSF facility identified above is secured. All individuals seeking entrance to the building must be admitted in accordance with established procedures by security personnel.

All packages must be carried to Room P35 and examined prior to their delivery at Room 475. In accordance with FAR Subpart 15.208(b) offerors are responsible for submitting proposals, and any modifications to the same, so as to arrive at the location specified herein prior to the date and time established for the receipt of proposals.

A.3 CONTRACT TYPE/PERIOD OF PERFORMANCE

As a result of this solicitation, the Government intends to award a Cost Plus Fixed Fee contract. It is anticipated that a two-year base contract will be awarded that will include three one-year options to extend the contract up to a maximum of five (5) years.

A.4 INQUIRIES

Inquiries concerning any areas which, in the offeror's opinion, require clarification or correction, must be submitted in writing to the issuing office within **TEN (10)** days of the issuance date. Address all correspondence to Mr. Steven L. Strength at the same address noted above or correspondence can be sent by e-mail to Mr. Strength at the following address ssstrengt@nsf.gov. Answers to substantive questions will be provided within approximately **FOURTEEN (14)** days of the issuance date of the RFP. Please note that telephone inquiries will not be accepted.

[END OF SECTION]

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The contractor shall provide support for the “Core Evaluation of Local Systemic Change in Teacher Enhancement, Grades K-12, Projects” for the National Science Foundation's (NSF) Division of Elementary, Secondary and Informal Education (ESIE).

B.2 ESTIMATED COST AND FIXED FEE

The estimated cost of the contract is \$_____.

The fixed fee (if applicable) of the contract is \$_____. The fixed fee shall be paid in direct ratio to the level of effort expended; that is, the percentage of fee paid shall be equal to the percent of total effort expended. Payment shall be subject to the withholding provisions of the Clauses ALLOWABLE COST AND PAYMENT, and FIXED FEE incorporated herein. Payment of fixed fee shall not be made in less than monthly increments.

The Government's obligation represented by the sum of the estimated cost plus the fixed fee is \$_____.

Total funds currently available for payment and allotted to this contract are \$_____ of which \$_____ represents the estimated costs, and of which \$_____ represents the fixed fee. For further provisions on funding, see the LIMITATION OF FUNDS Clause incorporated herein.

It is estimated that the amount currently allotted will cover performance of the contract through _____.

If the Government exercises option year one pursuant to Subsection F.2 of this contract, the estimated cost of this contract will be increased by \$_____.

If the Government exercises option year one pursuant to Subsection F.2 of this contract, the fixed fee will be increased by \$_____.

If the Government exercises option year two pursuant to Subsection F.2 of this contract, the estimated cost of this contract will be increased by \$_____.

If the Government exercises option year two pursuant to Subsection F.2 of this contract, the fixed fee will be increased by \$_____.

If the Government exercises option year three pursuant to Subsection F.2 of this contract, the estimated cost of this contract will be increased by \$_____.

If the Government exercises option year three pursuant to Subsection F.2 of this contract, the fixed fee will be increased by \$_____.

The final contract will contain the price/cost provisions agreed upon during negotiations.

B.3 PROVISIONS APPLICABLE TO DIRECT COSTS

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: (1) Acquisition, by purchase or lease, of any interest in real property; (2) Special rearrangement or alteration of facilities; (3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; (4) Accountable Government Property; and (5) Research Funding.

[END OF SECTION]

SECTION C - DESCRIPTION/WORK STATEMENT/SPECIFICATIONS

C.1 BACKGROUND

a. Purpose: The purpose of the contract is to continue the established core evaluation system of the Local Systemic Change Initiative, refining the process while ensuring that trend data are maintained.

b. History and Need: (i) In the spring and summer of 1995, the National Science Foundation (NSF) funded the first cohort of eight projects in a new initiative, the Local Systemic Change through Teacher Enhancement (LSC) program. Eighteen additional projects were funded in 1996, 20 more in 1997, and 23 in 1998, for a total of 69 projects in Cohorts 1, 2, 3 and 4. It is anticipated that 15 more projects will be funded in 1999.

The goal of the LSC program is to improve the teaching of science, mathematics, and technology by focusing on the professional development of teachers within whole schools or school districts. Each targeted teacher in a K–8 project is to participate in a minimum of 100 hours of professional development; for projects targeting teaching in grades 6–12, the minimum is 130 hours over the course of the project. In addition to its focus on involving all teachers in a jurisdiction, the LSC initiative is distinguished from previous teacher enhancement efforts by its emphasis on preparing teachers to implement designated exemplary mathematics and science instructional materials in their classrooms.

(ii) Objectives of the Program: LSC projects are expected to align policy and practice within the targeted district(s) and to include:

- A shared comprehensive vision of science, mathematics, and technology education;
- Active partnerships and commitments among stakeholders;
- A detailed self-study that provides a realistic assessment of the current system's strengths and needs;
- Strategic planning that incorporates mechanisms for engaging each teacher in intensive professional development activities over the course of the project; and
- A set of clearly defined measurable outcomes for teaching, and an evaluation plan that provides ongoing feedback to the project.

NSF contracted with Westat, Inc. of Rockville, MD and their subcontractor Horizon Research, Inc. (HRI) of Chapel Hill, NC to design a data collection framework which included a set of instruments and procedures to evaluate individual projects and aggregate data and information across projects. In addition, the contractor has provided

technical assistance to projects implementing the evaluation system and prepared annual cross-site analyses of the evaluation results. The LSC projects are growing in number and scope, and the initiative has become a vital part of the Teacher Enhancement program at NSF. The core evaluation is a critical component of the whole LSC initiative.

(iii) Description of Core Evaluation: The contractor for the initial core evaluation contract worked with the National Science Foundation and PIs and evaluators of the LSC projects on the design and implementation of a core evaluation system to allow aggregating information across projects in response to six core evaluation questions.

LSC Core Evaluation Questions

1. What is the overall quality of the LSC professional development activities?
2. What is the extent of school and teacher involvement in LSC activities?
3. What is the impact of the LSC professional development on teacher preparedness, attitudes, and beliefs about mathematics and science teaching and learning?
4. What is the impact of the LSC professional development on classroom practices in mathematics and science?
5. To what extent are school and district contexts becoming more supportive of the LSC vision for exemplary mathematics and science education?
6. What is the likelihood of institutionalization of the LSC reforms?

Data collection activities include the following:

1. Observations of professional development activities
The core evaluation called for projects to conduct 5–8 observations of professional development sessions each year and record their observations on standardized protocols. Project evaluators consulted with PIs on what professional development experiences were planned throughout the data collection year, and selected a sample that was representative of the diversity of the project's activities.
2. Classroom observations
From a file provided by each project, the core evaluation contractor selected a random sample of 10 teachers for each targeted subject to be observed by project evaluators using standardized protocols.
3. Teacher questionnaires
Each project was asked to administer teacher questionnaires developed for the core evaluation to a sample of 300 teachers per targeted subject, with a minimum response rate of 80%.
4. Principal questionnaires

Projects were also asked to administer questionnaires to the entire population of principals of targeted schools.

5. Teacher interviews

Project evaluators were asked to interview a sample of 10 teachers who had participated in at least 20 hours of professional development activities in that project.

Project evaluators were asked to report their findings using guidelines developed for the core evaluation system, including responding to the six core evaluation questions. Project evaluators were also asked to provide overall ratings of the quality of professional development activities, the supportiveness of the context, and the sustainability of high-quality professional development systems.

c. Requirements: The LSC program needs a contractor to continue the established core evaluation system. Activities will include refining and implementing a data collection system; analyzing and reporting data; providing training and technical support to project evaluators; providing orientation to new projects; providing opportunities for projects to supplement the core evaluation; documenting impact and lessons learned from completed projects; conducting longitudinal studies of the impact of the LSC on teachers and teaching; and disseminating information about the core evaluation.

C.2 STATEMENT OF WORK

1. Statement of Work: Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work below.

TASK 1: Refine and implement a data collection system to aggregate data across sites.

Subtask 1.1: Design and disseminate instruments

- Refine and print teacher questionnaires to be administered to a sample of 300 teachers per project each year. (A total of 40,173 teacher questionnaires were ordered in 1999, including extras for follow-up with non-respondents: 19,520 K-8 Science; 9,805 K-8 Math; 7,792 7-12 Math; 3,056 7-12 Science.)
- Refine and print principal questionnaires to be administered to all project principals each year. (Total principal questionnaires ordered in 1999: 6,800.)
- Refine Teacher Interview Protocol
- Refine Classroom Observation Protocol
- Refine Professional Development Observation Protocol
- Refine form to collect information about district demographics and policies
- Refine form to collect information about project strategies

Subtask 1.2: Select random samples of participants for data collection

- Develop sampling program to select a random sample of teachers for each targeted subject for each project
- Select a sample of teachers for each targeted subject for each project for classroom observation
- Select a sample of teachers from each project for interviews
- Select back-up samples to be used as substitutes in cases of scheduling problems or refusals.

Subtask 1.3: Prepare and disseminate Data Collection Manual

- Refine instructions for administering each instrument
- Compile a data collection manual with copies of instruments and instructions
- Mail manuals to project PIs and lead evaluators, and others on request (80 pages, 200 copies).

TASK 2: Analyze and Report Data

Subtask 2.1: Analyze questionnaire data

- Enter data from teacher and principal questionnaires
- Edit data for skip pattern violations and inappropriate multiple responses
- Conduct factor analyses of questionnaire results to identify item clusters in order to create composite clusters that are more reliable than individual items
- Prepare project-specific tables of results for individual items and clusters of items, to return to individual projects.
- Prepare cross-site tables of individual items and clusters of items analyzed by cohort and subject.

Subtask 2.2: Conduct annual cross-site analyses of qualitative and quantitative data

- Read and code annual reports from projects according to the key core evaluation questions
- Assign weights to the questionnaire, interview, and observation data reflecting the probability of selection into the sample for each project.
- Perform cross-site statistical analyses on items and clusters of items
- Summarize and analyze trends in data over time

Subtask 2.3: Prepare and disseminate results reports annually

- Prepare a full Technical Report of results (225 copies, 100 pages each)
- Prepare a Highlights Report (500 copies, 25 pages each)
- Prepare an Executive Summary of the report (100 copies, 5 pages each)
- Mail a Technical Report, 3 Highlights Reports and an Executive Summary to each project PI (n=90)
- Mail a copy of the Technical Report and Highlights Report to each lead evaluator (n=90)

- Mail copies of reports to others upon request
- Post each report on the LSC website

TASK 3: Provide Training and Technical Support to Project Evaluators

Subtask 3.1: Design materials for, plan and conduct evaluator meetings annually

- Provide training and certification in using classroom observation protocol for project evaluators
- Provide training in using professional development observation protocol for lead evaluators and other project evaluators
- Make arrangements for evaluator meetings, including paying for meeting rooms, equipment and meals (3 regional meetings, 3 days, 50 participants each per year)

Subtask 3.2: Participate in annual PI meeting

- Seek input from PIs to address relevant evaluation issues
- Present cross-site findings to PIs and project staff

Subtask 3.3: Provide ongoing communication about the core evaluation to PIs and evaluators

- Send emails to the community of PIs and evaluators on an as-needed basis (typically 1 per month)
- Respond to email and telephone queries from project PIs and evaluators (approximately 50 per month)
- Write, publish and disseminate 4-page newsletter to LSC community 4 times a year (200 copies per mailing)

Subtask 3.4: Maintenance of LSC Web Pages

- Convert documents to HTML/PDF files
- Post newsletters, current copies of protocols and questionnaires, sampling frame guidelines, meeting information, etc.
- Update menu pages

Subtask 3.5: Provide ongoing technical support to projects in using the LSC website for data collection

- Web-based submission of protocols
- Web-based registration for meetings
- Web-based submission of project forms

TASK 4: Provide Orientation to New Projects

Subtask 4.1: Provide introductory information to new projects via email regarding the core evaluation

Subtask 4.2: Plan and conduct a three-day new project orientation meeting with NSF staff

- Make arrangements for guest and meeting rooms, equipment and catering
- Pay costs associated with hotel and meeting rooms, meals, equipment rental and travel for up to 4 persons per project for an estimated 15 new projects each year

Subtask 4.3: Provide all necessary materials and instructions for data collection to new project staff

TASK 5: Provide Opportunities for Projects to Supplement the Core Evaluation

Subtask 5.1: Solicit and review project applications for additional funds to supplement the core evaluation, in order to meet the requirements of project specific evaluation e.g. longitudinal evaluation of classroom practice.

- Solicit applications from projects for administering additional questionnaires, conducting additional classroom observations and conducting school documentation studies
- Review of proposals based on criteria developed by contractor with program officer input.
- Seek subcontract approval from NSF.

Subtask 5.2: Provide projects with necessary instruments and support

- Print and process additional questionnaires for approved projects (200 each of the 3 types of questionnaires)
- Provide up to \$2,000 per project per year for additional classroom observations (10 projects per year) upon successful completion of work
- Provide up to \$3,000 per project per year in support of school documentation studies (5 projects per year), upon successful completion of work

TASK 6: Document impact and lessons learned from completed projects

Subtask 6.1: Collect impact data on completed projects

- Administer questionnaires to a sample of approximately 600 teachers and 400 principals in recently completed projects
- Conduct observations of a sample of teachers in recently completed projects (30 per year)
- Summarize student assessment data from those projects gaining student assessment data.

Subtask 6.2: Document lessons learned about local systemic reform, in order to gain information on the barriers to reform and how individual projects have addressed these over time.

- Interview PIs, evaluators and project staff of completed projects (by telephone) about lessons learned (20 interviews per year, estimated 1 hour per interview)
- Conduct mini-case studies of promising approaches (one 2-person 2-day visit to each of 3 sites per year)
- Provide funding for projects to document promising approaches (up to \$10,000 for each of 5 projects per year) NSF subcontract approval will be required.
- Summarize findings.

TASK 7: Conduct longitudinal studies of the impact of the LSC on teachers and teaching

Subtask 7.1: Create a database of teachers who have responded to LSC questionnaires at two or more points during the LSC

Subtask 7.2: Conduct an investigation, including longitudinal analyses, in each of the 4 subject areas, using hierarchical linear modeling to investigate the impact of the LSC on teaching practice, controlling for contextual variables at the project, school and teacher level

TASK 8: Disseminate Information about the Core Evaluation

Subtask 8.1: Make presentations on the LSC core evaluation at professional meetings (4 per year)

Subtask 8.2: Provide information to a broader audience by responding to requests for information electronically as well as by mails and telephone (100 per year)

Subtask 8.3: Provide consultation to other NSF teacher enhancement and teacher preparation programs on the adaptation of the core evaluation system to those programs (an estimated 6 days per year).

Subtask 8.4: Supply data for GPRA which includes the total number of teachers enhanced and the total number of hours per year for school years and the level of school based implementation of materials.

Note: The Program runs on an annual cycle, which means all tasks shall be repeated on an annual basis.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Packaging and marking for all deliverables shall be in accordance with good commercial practice and be adequate to insure safe transportation.

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 REVIEW AND ACCEPTANCE

Review and acceptance of all services or deliverables provided under this contract shall be performed by the Contracting Officer or the Contracting Officer's Technical Representative (COTR) or other such persons as may be designated in writing by the Contracting Officer. Review and acceptance shall take place at NSF.

E.2 GENERAL ACCEPTANCE CRITERIA

- a. Acceptance criteria for all deliverables will be specified FOB destination unless otherwise addressed in any specifications, schedules or technical assistance plans approved under this contract.
- b. Deliverables will be accepted or rejected by the Contracting Officer or other such person as may be designated in writing by the Contracting Officer.
- c. The government shall accept or reject services and materials as promptly as practicable after delivery. Normally the Government will take no more than ten (10) working days to determine the acceptability of all completed final deliverables. However, the contractor may presume acceptance sixty (60) days after the date of delivery, unless otherwise accepted earlier.
- d. All deliverables will be evaluated for acceptability and quality in compliance with the requirements defined in any specifications, schedules, test plans or other acceptance criteria. Deficiencies in final deliverables shall be corrected by the contractor within ten (10) working days, at no additional cost to the Government.

E.3 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadmain.html>

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NO.	CLAUSE TITLE	DATE
52.242-15	Stop Work Order	(AUG 1989) --- Alternate I (APR 1984)
52.246-05	Inspection of Services --Cost Reimbursement	(APR 1984)
52.247-34	F.O.B. Destination (APR 1984)	(NOV 1991)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE AND KEY DATES

- a. It is anticipated that the period of performance for this contract will be on or before December 1, 1999, through November 30, 2001.
- b. Should the Government elect to exercise any or all of the options under this contract, in accordance with Section F.2, the term of contract will be extended one additional year under each option exercised.

OPTION PERIOD

TERM OF CONTRACT

OPTION YEAR ONE

OPTION YEAR TWO

OPTION YEAR THREE

F.2 52.217 - 9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- a. The Government may extend the term of this contract by written notice to the Contractor within the Schedule; PROVIDED, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

F.3 REPORTING REQUIREMENTS

The Contractor shall submit the following reports.

- a. Monthly Progress Reports

The Contractor shall prepare and furnish copies of monthly progress reports for the duration of the contract. The contractor shall use an automated project tracking system to develop monthly status reports to the Contracting Officer, the COTR, and Program Officer. These reports shall provide a financial report for both the period of the report and cumulatively for the entire contract as described below.

For Period _____ through _____

Expenditure Category	Total Hours	Current Period Costs	Cumulative Costs to Date	Funded Contract Amount
Labor				
Employee and Title				
Staff Benefits				
Other Direct Costs (itemize)				
Overhead				
G&A				
Total Costs				

The contractor shall also present in narrative form a summary of all work performed during the report period including the technical status of all major events identified in the Contract. The summary shall include the major activities, accomplishments, problems encountered, future plans for the coming month, and any actions required on the part of the Foundation or another Government agency.

The monthly progress reports shall be prepared on a monthly basis and submitted within 10 days after the reporting period. Reports are to be forwarded in the specified number of copies to the following destinations:

<u>Number of copies</u>	<u>Addressee</u>
1	National Science Foundation Division of Contract Policy and Oversight ATTN: TBD 4201 Wilson Blvd., Rm. 475 Arlington, VA 22230
5	National Science Foundation Division Of Elementary, Secondary and Informal Education, RM 805 ATTN: TBD 4201 Wilson Blvd. Arlington, VA 22230

b. Verbal Reports and Liaison

The contractor and appropriate staff shall communicate with the COTR and others on a weekly basis to review progress to date on all tasks and to exchange views, ideas, and information concerning the methods and content of work. Monthly meetings will be held with the COTR

and the Program Officer to discuss milestone status, the disposition of previously identified issues, and new issues that have arisen during the current reporting period. In addition, the contractor will have access to the COTR and/or the Program Officer to deal with issues on an as needed basis. When required by the cognizant NSF Program Officer, the Contractor shall arrange to have its subcontractors, consultants, etc., available to discuss issues that deal with their specific assignments and areas of specialty. These consultations shall occur by telephone conference call or at the NSF offices in Arlington, Va.

c. Final Technical Report

At the end of the contract, the contractor shall deliver two (2) copies of a final technical report detailing technical accomplishments and recommendations for technical improvements, and a summary of all costs incurred during the contract period. A draft shall be delivered thirty (30) days prior to the end of the contract.

F.4 SCHEDULE OF DELIVERABLES

- Tables and composites mailed to projects - July
- Newsletter mailed to projects - August, November, March, June
- Revised Professional Development Observation Protocol (PDOP) and annotation submitted to NSF - September
- Draft of cross-site technical report submitted to NSF - September
- Meet with NSF to discuss revisions to cross-site report - September
- Revised questionnaires submitted to NSF - November
- Revised forms for new data collection year (classroom observation protocol and annotation, teacher interview protocol) submitted to NSF - December
- Applications for Supplementing the Core submitted to NSF for approval - December
- Sampling frame guidelines and cover sheets posted on website - December
- Technical Report, Highlights Report and Executive Summary mailed to project PIs, Evaluators and NSF Program Officers - January
- Pre-session of PI meeting in DC, addressing pertinent evaluation issues - January
- Samples for classroom observations and teacher interviews mailed to projects - January-April
- Introductory information about the core evaluation and the New Project Orientation Meeting mailed to new projects as they receive funding - January-February
- Questionnaires mailed to projects - February-April
- Evaluator Meetings conducted regionally - February
- Data collection manuals mailed to projects - March
- New Project Orientation Meeting conducted in Washington, D.C. - March
- Questionnaire data entered - June-July
- Project data tables produced - June-July
- Description of Data Collection Activities Forms and Reporting Guidelines mailed to projects - June

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE AND BILLING INFORMATION

Submission of Proper Invoice. In order to initiate payment, the Contractor shall submit proper invoices for reimbursement in the manner and format described herein. The following data must be included in an invoice for it to constitute a proper invoice:

- a. name of contractor and invoice date;
- b. contract number, or other authorization for delivery of property or services;
- c. description, price, fee (if applicable), and quantity of property and services actually delivered or rendered;
- d. shipping and payment terms;
- e. name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- f. other substantiating documentation or information as required by the contract.

Form. The Contractor may use its own form, but all the above information must be on the invoice. However, it is preferred that vouchers be submitted on the Government Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal-Continuation Sheet." These forms are available from the Government Printing Office, 710 N. Capitol Street, Washington, DC 20801.

Address. Submit all proper invoices to the National Science Foundation, Division of Financial Management, Accounts Payable, Room 575, 4201 Wilson Boulevard, Arlington, VA 22230.

Upon completion of the required work, the Contractor shall submit a completion invoice in compliance with the clause entitled, "Allowable Cost and Payment" incorporated by reference under Section I of this contract. This completion invoice must be clearly marked as such and be submitted promptly upon completion of the work, but no later than one year from the completion date of this contract. The Contractor shall submit the original completion invoice to the Contracting Officer for approval.

G.2 PAYMENT OF INVOICES

- a. Payment of invoices will be made based upon acceptance by the Government of the work or the tangible product deliverable(s) invoiced. For any work that has no tangible products,

payments will be based upon certification by the Government of satisfactory service provided, and the accuracy of labor charges, subject to audit.

b. If the supplies or services are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph "a" of this clause will apply to the new delivery of replacement supplies.

c. Payment to the contractor will not be made for temporary work stoppage due to circumstances beyond the control of the agency such as Acts of God, inclement weather, power outages, etc., and results thereof, and/or temporary closing of facilities at which contractor personnel are performing. This may, however, be justification for excusable delays.

d. Invoices shall identify when work has been completed and when no further charges are to be incurred. A copy of the written acceptance of any work completed must be attached.

G.3 PAYMENT INFORMATION

a. Payments under the contract will be made either by check or by wire transfer through the Treasury Financial Communications System, at the option of the Government.

b. The Contractor shall furnish the following information to the Contracting Officer within ten (10) days of award to facilitate contract payments:

(1) Full name (where practicable), title, telephone number, and complete mailing address of responsible official to whom check payments are to be sent.

(2) The following bank accounting information required to accomplish wire transfers:

(i) Name of the receiving bank.

(ii) City and State of the receiving bank.

(iii) American Bankers Association (ABA) nine-digit identifier of the receiving bank.

G.4 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Technical Representative identified in the Contract, the change will be considered to

have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

G.5 COTR DESIGNATION AND AUTHORITY

The Contracting Officer hereby designates the below named individuals the Contracting Officer's Technical Representative (COTR):

TBD
National Science Foundation
Division of Education and
Systemic Reform, RM 805
4201 Wilson Blvd.
Arlington, VA 22230:

The COTR is responsible for administering the performance of work under this contract. IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The COTR may give technical direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COTR:

- a. must be issued in writing consistent with the general scope of work set forth in this contract;
- b. may not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract; and
- c. shall not constitute a basis for any increase in the contract estimated cost, or extension to the contract delivery schedule.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "Changes", the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall (i) include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "Changes" clause; and (ii) include the Contractor's best estimate as to the revision of the current estimated cost, fee, performance time, delivery schedules or any other contractual provision that would result from implementing the COTR's technical direction.

If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the Contractor to proceed pursuant to the authority granted under that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.

In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate, the written direction issued hereunder shall constitute the required Change direction.

Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "Changes" clause shall be a dispute concerning a question of fact within the meaning of the Clause of the General Provision entitled, "Disputes".

G.6 INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 "Allowable Cost and Payment," incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Deputy Chief, Cost Analysis/Audit Resolution Branch
Division of Contracts, Policy and Oversight
National Science Foundation
4201 Wilson Boulevard, Room 475
Arlington, Virginia 22230

The rates negotiated by the above are hereby incorporated without further action of the Contracting officer.

G.7 PRIVACY ACT

In accordance with FAR Clause 52.224-2, Privacy Act, the contractor may be involved in the review and analysis of NSF's Systems of Records 50 and 51.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other activities or programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of such substitution upon the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

Name	Title
------	-------

TBD	
-----	--

TBD	
-----	--

H.2 CONSULTANTS

Prior to retention of any consultant(s), other than those which may be included in the offeror's proposal, for the work under this contract, the contractor shall obtain advance written approval from the Contracting Officer. Payments for the services of consultants shall not exceed the current maximum daily equivalent rate paid to a Level IV Executive Employee or \$453 per day (exclusive of indirect cost, travel, per diem, clerical services, vacation, fringe benefits, and supplies) without the prior written approval of the Contracting Officer. Total payments shall not exceed a total payment of \$4,530 per consultant during any one twelve month period without the prior written approval of the Contracting Officer.

Requests by the Contractor for authorization to use consultants shall contain the following information:

- a) a biographical sketch including education and professional experience of the consultant;
- b) the services the consultant will perform and the amount of time that will be spent;
- c) previous rates paid to the consultant by the Contractor for similar services for a like period;
- d) available information on rates charged by the consultant for similar services for a like period.

All approvals must be in writing (e-mail is an acceptable mechanism) and shall be approved by the Contracting Officer. All proposed consultant rates will be reviewed and a determination of reasonableness will be made before approval will be granted.

H.3 SUBCONTRACTING REQUIREMENTS

In addition to the requirements set forth in the clause of this contract entitled "Subcontracts-- Cost Reimbursement and Letter Contracts" (see Section I, FAR clause 52.244-02), the Contractor shall not commence the acquisition of any subcontract item or service unless and until funds are obligated under this contract for that item or service, or unless specifically authorized to do so in writing by the Contracting Officer.

H.4 INSURANCE LIABILITY TO THIRD PARTIES

(a) (1) Except as provided in subparagraph (2) immediately following, or in paragraph (h) of this clause (if the clause has a paragraph (h)), the contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive a automobile (bodily injury and property damage) insurance and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to worker' compensation, the contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall be reimbursed--

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third parties not compensated by insurance otherwise. These liabilities must arise out of the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for --

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor; or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the "Limitation of Funds" or "Limitation of Cost" clause of this contract, whichever is applicable.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Special provisions or elsewhere in the contract;

(2) For which the Contractor had failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision of direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract and the risk of which is then uninsured or is insured for less than the amount claimed, the contract shall--

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received.

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor

may, at its own expense, be associated with the Government representatives in any such claim or litigation.

H.5 LIABILITY INSURANCE

The Contractor warrants that insurance coverage (currently in force) exists in the following areas and in amounts not less than those specified below:

<u>Type Insurance</u>	<u>Per Person Property</u>	<u>Coverage Per Accident</u>
1. Comprehensive General Liability	\$500,000	\$500,000
2. Automobile	\$500,000	\$500,000

3. A supplemental umbrella policy for \$5,000,000

4. Workman's Compensation - As required by law at the job site.

The Comprehensive general and automobile liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

The Contractor shall file with the Contracting Officer prior to beginning performance under this contract, a certificate of insurance evidencing the above coverage.

The Contractor shall provide to the Contracting Officer within five (5) days after occurrence, notice of cancellation of or reductions below the above cited amounts of any insurance coverage related to this requirement.

The Contractor warrants that such insurance coverage for all subcontractors who will work at any of the sites of performance does or will exist before subcontractors begin performance.

H-6 NSF BUSINESS HOURS, HOLIDAYS AND LEAVE

- (a) The normal business hours of the National Science Foundation (NSF) are 7:00 am through 6:00 pm EST, Monday through Friday excluding federal holidays and periods approved for general administrative leave.
- (b) Federal holidays observed by the NSF are New Year's Day, Martin Luther King Birthday, Inauguration Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day designated by federal statute, Executive Order, or Presidential Proclamation. When any such day falls on a Saturday, the preceding Friday is observed; or if any such day falls on a Sunday, the following Monday is observed.
- (c) Except as specified elsewhere in this contract, the Contractor shall perform any services required to be performed at NSF's site(s) during normal business hours.

[END OF SECTION]

PART II**SECTION I - CONTRACT CLAUSES*****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)***

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

<u>FAR</u>	<u>TITLE AND DATE</u>	
<u>CLAUSE NO.</u>		
52.202-01	Definitions	(OCT 1995)
52.203-03	Gratuities	(APR 1984)
52.203-05	Covenant Against Contingent Fees	(APR 1984)
52.203-06	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-07	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 1997)
52.204-04	Printing/Copying Double Sided on Recycled Paper	(JUN 1996)
52.209-06	Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.215-02	Audit and Records – Negotiation	(AUG 1996)
52.215-8	Order of Precedence-Uniform Contract Format	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	(Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-14	Integrity of Unit Prices	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions	(OCT 1997)
52.215-19	Notification of Ownership Changes	(OCT 1997)
52.216-07	Allowable Cost and Payment	(APR 1998)
52.216-08	Fixed Fee	(MAR 1997)

52.219-6	Notice of Total Small Business Set-Aside	(JUL 1996)
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	(JAN 1999)
52.219-14	Limitations on Subcontracting	(DEC 1996)
52.219-16	Liquidated Damages--Small Business Subcontracting Plan	(OCT 1995)
52.222-02	Payment for Overtime Premiums	(JUL 1990)
52.222-03	Convict Labor	(AUG 1996)
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	(APR 1984)
52.222-25	Affirmative Action Compliance	(APR 1984)
52.222-26	Equal Opportunity	(APR 1984)
52.222-28	EEO Pre-award Clearance of Subcontracts	(APR 1984)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities	(APR 1998)
52.222-37	Employment Reports on Special Disabled Veterans of the Vietnam Era	(JAN 1988)
52.223-02	Clean Air and Water	(APR 1984)
52.223-06	Drug-Free Workplace	(JAN 1997)
52.223-14	Toxic Chemical Release Reporting	(OCT 1996)
52.224-01	Privacy Act Notification	(APR 1984)
52.224-02	Privacy Act Notification	(APR 1984)
52.225-11	Restriction on Certain Foreign Purchases	(AUG 1998)
52.227-01	Authorization and Consent	(JUL 1995)
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.227-3	Patent Indemnity	(APR 1984)
52.230-03	Disclosure and Consistency of Cost Accounting Practices	(APR 1998)
52.232-09	Limitation on Withholding of Payments	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-22	Limitation of Funds	(APR 1984)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25	Prompt Payment	(JUN 1997)
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	(AUG 1996)
52.233-01	Disputes	(DEC 1998)
52.233-03	Protest After Award – Alternate 1 - (JUN 1995)	(AUG 1996)
52.242-01	Notice of Intent to Disallow Costs	(APR 1984)
52.242-03	Penalties for Unallowable Costs	(OCT 1995)
52.242-04	Certification of Indirect Costs	(JAN 1997)
52.242-13	Bankruptcy	(JUL 1995)
52.243-02	Changes - Cost Reimbursement – Alternate I - (APR 1984)	(AUG 1987)
52.244-02	Subcontracts - Alternate II - (Aug 1998)	(Aug 1998)
52.244-05	Competition in Subcontracting	(DEC 1996)
52.245-05	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	(JAN 1986)

52.246-05	Inspection of Services--Cost-Reimbursement	(APR 1984)
52.246-25	Limitation of Liability – services	(FEB 1997)
52.249-06	Termination (Cost Reimbursement)	(SEP 1996)
52.249-14	Excusable Delays	(APR 1984)
52.253-01	Computer Generated Forms	(JAN 1991)

1.2 RIGHTS IN DATA (APR 1984)

(a) Subject Data

(i) The term "Subject Data" as used herein includes writings, information stored in any form, sound recordings, computer programs, pictorial reproductions, drawings, or other graphic representations and works of any similar nature which are first generated, produced or composed in the performance of this contract, whether delivered or not under this contract.

(ii) All Subject Data shall be the sole property of the Foundation. The Contractor shall not publish, reproduce, distribute or otherwise make disposition of such Subject Data in whole or in part or in any manner or form, or authorize others to do so without the prior written consent of the Contracting Officer or until such time as the Government may have released such Subject Data to the public.

(b) Other Data

(i) The term "Other Data" as defined herein includes writings, information stored in any form, sound recordings, computer programs, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, not generated, produced, or composed for the first time in the performance of this contract, whether or not copyrighted, which are delivered under this contract.

(ii) The Government may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all or any part of the Other Data delivered by the Contractor to the Government under this contract except as provided by subparagraph (b)(ii)(A) below.

(A) Material Covered by Copyright. The Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license, throughout the world for Government purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all Other Data now or hereafter covered by copyright. No such copyrighted matter shall be included in Other Data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in this subparagraph (b)(ii)(A).

(c) The terms "Subject Data" and "Other Data" as defined herein do not include financial reports, cost analyses and similar information incidental to contract administration.

(d) The Contractor shall report to the Government promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

[END OF SECTION]

PART III**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS*****J.1 SOLICITATION/CONTRACT ATTACHMENTS***

Except for attachment #6, the documents listed below are either attached to this section J or can be accessed on the Web and made a part hereof. The documents available on the Web can be accessed as described below. The following Web site, (<http://www.horizon-research.com/LSC>) provides examples of the work described above (i.e., instruments, reports, newsletter). Attachment #6 will be mailed to each potential offeror on the release date for this Request for Proposals.

Attachment #	Description	No. of Pages	Section
1.	<i>Contract Listing</i>	1	J, L
2.	<i>Sample Past Performance Evaluation</i>	1	J, L
3.	<i>Sample Client Authorization Letter</i>	1	J
4.	<i>Additional Documents Available For Viewing</i>	1	J
5.	<i>Cost Summary Form (CSF) Financial Management Report</i>	1	J
6.	<i>Local Systemic Change 1998-99 Core Evaluation Data Collection Manual</i>	1	J

ATTACHMENT 1

CONTRACT LISTING

A separate form must be completed by the offeror for each contract awarded the organization within the past three years.

Contractor Name: _____

Address: _____

Name of Contracting activity: _____

Contract number: _____

Contract type:

Negotiated ☐

Sealed Bid ☐

Fixed Price ☐

Cost Reimbursement ☐

Total Contract value:

Status: active: ☐ complete: ☐

Project title/brief description (add ONE additional page, if necessary):

Contracting officer : _____

Phone number : _____

FAX number : _____

Administrative contracting officer: _____

Phone number : _____

Program manager : _____

Phone number : _____

Contracting Officer's Technical Representative: _____

Phone number : _____

E-mail : _____

List of major subcontractors:

ATTACHMENT 2**CONTRACTOR PAST PERFORMANCE EVALUATION****(Check appropriate Box)**

<u>Performance Elements</u>	1	2	3	4	5
1. Quality of Product or Service					
2. Cost Control					
3. Timeliness of Performance					
4. Business Relations					
Total Score: _____ [Sum Of The four Performance Elements] 1 = unsatisfactory 2 = Fair 3 = satisfactory 4 = Very Good 5 = outstanding					

EVALUATED BY:

A. Organization: _____

B. Name and Title: _____

Signature: _____ Date: _____

C. Remarks on satisfactory performance:*

D. Remarks on outstanding performance:*

E. Remarks on unsatisfactory performance:*

Note: If verbal telephonic response received, complete the following:

Information obtained by:

Printed name: _____

Signature: _____ Date: _____

*Provide data supporting this observation.

Attach continuation page if necessary; state the item number being addressed.

ATTACHMENT 3

SAMPLE

CLIENT AUTHORIZATION LETTER

Dear “Client”:

We are currently responding to the National Science Foundation’s Request for Proposal number _____ for the procurement of _____. The Foundation has placed an increased emphasis in their procurements on past performance as a source selection factor. They require that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ and Mr./Ms. _____ of your organization as the points of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to _____.

ATTACHMENT 4

NATIONAL SCIENCE FOUNDATION

Additional Materials Available for Review on the Web:

<http://www.horizon-research.com/LSC>

There is a wealth of information regarding the program at the web site shown above. The information categories available on the site include:

1. LSC Protocols and Forms
2. LSC Documents
3. Sampling Frame Guidelines
4. Information for New Projects
5. Core Update

If you have problems accessing the web site please contact Steven Strength of NSF at 703-306-1242.

ATTACHMENT 5**COST SUMMARY FORM**

Expenditure Category	Labor Rate	Hours	Total
(1) Direct Labor			
(a)			
(b)			
(c)			
(i)			
(ii)			
(iii)			
(2) Professional Personnel – Other			
(3) Personnel Other			
(4) Fringe Benefits			
(5) Subcontract Costs			
(6) Material/Supplies			
(7) Consultant Costs			
(8) Travel			
(9) Equipment			
(10) Overhead			
(11) G&A			
(12) Fixed Fee			
(13) Total			

Part IV

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER

STATEMENTS OF OFFERORS

K.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS

By signature in Block 17 of Standard Form 33 (which is the face page of this solicitation), the offeror certifies that (i) all Representations and Certifications contained in the solicitation and offer are complete, current and accurate as required, (ii) the offeror is aware that award of any contract to the offeror shall be considered to have incorporated the applicable Representations and Certifications by reference in accordance with FAR 15.406-2(b), and (iii) the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in proposals.

The Representations and Certifications contained in this section should be carefully reviewed, filled in as appropriate, and included in offers as required under Section L.

K.2 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

Federal Acquisition Regulation (48 CFR Chapter 1) Provisions

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	(APR 1984)

K.3 52.203-4 - RESERVED

K.4 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

K.5 52.204-3 TAXPAYER IDENTIFICATION. (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not

necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance Name and Address of Owner
(Street Address, City, and Operator of the Plant
State, County, Zip Code) or Facility if Other than
Offeror or Respondent**

(End of provision)

K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8742.

(2) The small business size standard is \$5,000,000 in average annual receipts for the past three fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.9 52.219-3 RESERVED.

K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.12 52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ____ , is not ____ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

K.13 52.227-6 ROYALTY INFORMATION.

Royalty Information (Apr 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far/loadmain.html>

(End of provision)

52.204-6	Data Universal Numbering System (DUNS) Number	(APR 1998)
52.215-1	Instructions to Offerors--Competitive Acquisition - Alternate I	(OCT 1997)

L2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

As a result of this solicitation, the Government intends to award a cost plus fixed fee (CPFF) contract.

L3 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

National Science Foundation
Division of Contracts, Policy, and Oversight
4201 Wilson Boulevard, Room 475
Arlington, VA 22230

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 DISPOSAL OF UNSUCCESSFUL PROPOSALS

After award of contract, one copy of each unsuccessful proposal will be retained in the official contract files and all other copies will be destroyed.

L.5 PROPOSAL ACCURACY

Proposals must set forth full accurate and complete information as required by the request for proposal (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.6 SECURITY REQUIREMENT

It is anticipated that the contractor will have access to confidential and sensitive information. The contractor will be expected to provide adequate protection for such documents and information.

L.7 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FAR 52.222-24) (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

L.8 GENERAL INFORMATION

a. AWARD

It is anticipated that a two-year base contract will be awarded that will include three one-year options to extend the contract up to a maximum of five (5) years. The contract will be incrementally funded.

b. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

c. COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

d. RELEASE OF INFORMATION

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

e. PREPARATION COSTS

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

L.9 INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

(1) Authorized Official and Submission of Proposal

The proposal **must** be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. The **COVER PAGE** should include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

I. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions.

II. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions.

III. PAST PERFORMANCE

(2) Separation of Technical, Business and Past Performance Proposals

Your proposal must consist of three (3) PHYSICALLY separate volumes tabbed and identified as follows:

Volume I.	Technical Proposal	(1 original & 5 copies)
Volume II.	Business Proposal	(1 original & 4 copies)
Volume III.	Past Performance	(1 original & 4 copies)

The proposals must be submitted as described in **Subsection A.2 ISSUING OFFICE** of this solicitation.

Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include the labor hours proposed under each labor category. However, the technical proposal should not include any pricing data including indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(3) Alternate Proposals

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

(4) Confidentiality of Proposals

The proposal submitted in response to this request for proposals may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the National Science Foundation, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Foundation may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act, and that the Foundation's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Foundation has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal; the Government shall have the right to use or disclose the data to the extent provided in the contract.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification)

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

"Use of disclosure of data contained in this page is subject to the restriction on the cover sheet of this proposal."

NOTE: Offerors are cautioned that proposals submitted with the restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

(5) Evaluation of Proposals

The Government will evaluate technical proposals in accordance with the criteria set forth in Section M of this RFP.

B. TECHNICAL PROPOSAL PREPARATION INSTRUCTIONS

Technical proposals shall be presented in the following format:

(1) General

Offerors should note that technical proposals which merely offer to conduct a program in accordance with the requirements of the Government's Scope of Work will be considered nonresponsive to this solicitation and will not be considered further. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. **Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M).**

(2) Format and Instructions for Preparation of Technical Proposals

To ensure that a proposal is evaluated completely and given the full consideration to which it is entitled, it must be submitted in the format described below:

(a) Table of Contents. Should completely outline the proposal so as to serve as a quick guide to its contents, including all charts, tables, attachments, and other exhibits submitted.

(b) Summary/Introduction. **This section should contain a brief synopsis, not to exceed one page, of the proposal's salient features and a statement of work not exceeding ten pages.** This section should reflect an understanding of the ultimate purpose of this Contract and the rationale under which the work will be undertaken, as well as the immediate results to be achieved under the contract to be awarded.

NOTE: The management and work plan section of the technical proposal shall not exceed sixty (60) 8.5" X 11" sized pages [no smaller than 12 point font] including appendices but not including resumes. A page is defined as one side per sheet of paper, double-spaced. Note, the page limit is the cumulative total of paragraphs (c) and (d) below. Personnel, corporate experience and resumes are not considered a part of the page limit but brevity is encouraged.

(c) Management and Work Plan. This section should demonstrate a clear understanding of the purposes of the proposed effort and describe how the project is to be organized and managed, including the coordination of consultants and/or subcontractors. The plan should provide a discussion of the critical issues that must be addressed in order to succeed, including detailed plans proposed by the contractor for carrying out the work described in the Statement of Work. The major problems anticipated in carrying out the proposed tasks should be identified and strategies that will be used in addressing these problems should be described in detail.

(d) The proposal must also address in detail how the offeror will interact with ESIE staff, and describe plans for communication regularly with them. Offerors must also anticipate having to be present at ESIE planning and strategy meetings and conduct briefings.

(e) Personnel. Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel.

(3) Project Director

List the name of the Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-project directors, identify the Project Director who will be responsible for the overall implementation of the awarded contract. Discuss the qualifications, experience, and accomplishments of the Project Director. State the estimated time to be spent on the project and the areas or phases for which he/she will be responsible. If the Project Director proposed for this RFP is committed in excess of 100% of his/her time the proposal must include appropriate explanations.

(4) Other Professional Personnel

List all other professional personnel who will be participating in the project. Discuss their qualifications, experience, and accomplishments. State the estimated time each will spend on the project and the areas or phases for which each will be responsible.

(5) Additional Personnel

List names and titles of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.

(6) Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, and specific or technical accomplishments.

(7) Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- (a) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this program.
- (b) Equipment and unusual operating procedures established to protect personnel from hazards, if any, associated with this project.
- (c) Other factors you feel are important and support your proposal.
- (d) Recommendations for changing reporting requirements if such changes would be more compatible with the offerors proposed schedules.
- (e) Corporate (Organizational) Experience, Capability and Facilities.

This section should list and summarize any previous or ongoing projects of the offeror's organization or of subcontractors that are similar or related to this one in content or methodology and which would especially qualify the offeror to perform the work set forth in the proposed Statement of Work.

Provide up to five examples of relevant experience which include the following information:

- I. Title of project;
- II. Concise summary (approximately 100 words);
- III. Government agency/organization that awarded the contract;
- IV. Contract or award number;
- V. Period of performance and total award amount; and
- VI. Names of personnel in offeror's proposal who worked on the project.

(f) Proprietary Software.

Contractor should be aware that use of any program, proprietary or otherwise, in this contract automatically provides license or ownership of the program to the U.S. Government. (See Subsection I.2 of this RFP, Rights in Data (April 1984)).

(g) Deviations, exceptions or conditional assumptions.

Explain any deviations, exceptions, or conditional assumptions taken with respect to the technical proposal and the technical requirements of this solicitation. Any deviations, exceptions, etc., must be supported by sufficient amplifications and justification to permit

evaluation. An alternate proposal in addition to a responsive proposal may be more appropriate for the offeror in lieu of many deviations, exceptions, or conditional assumptions.

C. BUSINESS PROPOSAL PREPARATION INSTRUCTIONS

Business Proposals shall contain the following:

(1) Executed SF33 and Section K

Block 12 through 18 of the SF33 must be filled-in as appropriate and returned with a properly filled-in Section K. The balance of the solicitation need not be returned.

(2) Cost/price proposal

(a) Offerors **must** include a detailed breakdown of costs by cost element (e.g., direct labor, overhead, other direct costs, etc.). For guidance, offerors should refer to the cost matrix provided in Section J, Attachment 6, "Cost Summary Form" and the eleven (11) cost elements (b - k) listed below. Supporting documentation is also required for all proposed subcontracts exceeding \$500,000.

Cost Breakdowns:

1. Provide a detailed budget for the two-year base period; and
2. Provide a detailed budget for each of the three option periods.

Summary of Costs:

1. Provide a total cost summary for the two-year base contract; and
2. Provide a total cost summary for each of the three option periods.

(b) Direct Labor

Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category. Key personnel should be separately estimated as shown in Attachment 6. Give the basis for the estimates in each case.

(c) Materials

Provide a consolidated price summary of individual material quantities included in the various tasks or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

(d) Subcontracted Items

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.403-4. For the purposes of evaluation, include in your proposal an annual amount of \$35,000 for subcontracts in Subtask 5.2, and an annual amount of \$50,000 for subcontracts in Subtask 6.2.

(e) Raw Materials

Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

(f) Purchased Parts

Includes material items not covered above. Provide priced quantities of items required for the proposal.

(g) Fringe Benefits

Show fringe benefits as a separate line item. Include the rate(s) and/or method of calculating fringe benefits. Provide a copy of your fringe benefit rate or institutional guidelines.

(h) Indirect Costs

Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Where a rate agreement exists, provide a copy.

(i) Special Equipment

If direct charged, list any equipment proposed including description, price, quantity, total price, purchase or lease, and the basis for pricing.

(j) Travel

Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the bases for pricing.

(k) Other Costs

(1) Fee (if applicable)

The percent of fixed fee proposed on the total estimated cost.

List all other costs not otherwise included in the categories described above (e.g., computer services, consultant services) and provide basis for pricing.

(3) Other Factors

Each offeror shall furnish, at a minimum, the following information for Government analysis of "Other Factors":

(a) Property

(i) It is NSF policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer.

(ii) If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:

(iii) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.

(iv) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.

(v) The offeror shall identify Government-owned property in its possession and/or contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.

(vi) The management and control of any Government property shall be in accordance with NSF Policy.

(b) Financial condition, capability and background of the organization.

(i) Enclose a copy of the organization's annual financial statements (e.g. Balance sheet, Profit and Loss Statement and Annual Reports), for the last three (3) consecutive years of operation and other documentation to clearly explain its current financial strength and resource capability, and current credit rating.

(ii) Describe the functions as they relate to the total efforts, amount and level of responsibility and organizational structure of proposed subcontractor(s) to be utilized on this contract.

(iii) Provide a brief history of the prime organization, identify and discuss the background of the specific division which will have the responsibility to perform this contract.

(c) Priority placed by the offeror's organization on the work being proposed and the importance of such work to the organization.

(i) Discuss commitments the organization has or anticipates that might conflict with performance of this requirement. Consideration shall also be given to the commitments of the proposed subcontractor(s), if applicable.

(ii) Discuss the importance of the proposed procurement in relation to other work to be performed during the same period of time.

(d) Approval of Business Systems

(i) State whether all contractor systems such as accounting, purchasing and estimating, which require Governmental approval, are currently approved without condition. If not, explain any existing conditional approvals and the status of any for which approval is currently withheld.

(ii) Describe any management procedures or systems developed expressly for this proposed contract.

(e) Representations and Certifications

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor.

(f) Travel Costs/Travel Policy

(g) Travel Policy

One copy of the offeror's (and any proposed subcontractor) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

D. PAST PERFORMANCE INSTRUCTIONS

(1) This volume shall contain a list of all Government prime contracts and subcontracts completed in the last three (3) years or currently in process with an estimated value of \$250,000 or greater, which are relevant to the effort required by this solicitation. In the event of little or no government contracting, commercial contracts may be included. Offerors shall accomplish this by completing the attached contract listing (see Section J, Attachment 1).

Offerors are also requested to ensure that the information provided under Attachment 1 is up to date. In the event a company has not done business under its present organizational name and status for the last 3 years, other experience brought to it by principals or through mergers or similar corporate creations may be included.

(a) The offeror may provide information on problems, if any, which were encountered in the performance of work.

(b) The offeror may describe any quality awards or certifications that indicate it possesses a high-quality process for the performance of the work described herein. If such awards or certifications were bestowed more than three years ago, present evidence that such qualifications still apply.

(c) The Government reserves the right to independently verify past performance information submitted by the offeror. Offerors are requested to authorize their current and former clients to cooperate with NSF in this regard in writing (see Attachment 2 for a sample client authorization letter).

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 OVERALL BASIS FOR AWARD

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price for this acquisition. The Government will select the offer that provides the best value to the Government. A tradeoff process as described in FAR 15.101-1, will be followed in determining the best value to the Government.

Section L contains narrative on technical, cost/price proposal preparation and past performance. Offerors must submit enough information so that their proposals can be evaluated based on the detailed criteria listed below.

M.2 METHOD OF AWARD

A. General Procedures

1. Offerors' technical proposals will be evaluated for technical merit, using the evaluation criteria contained in Subsection "B. Technical Factors" below.
2. Past Performance evaluations will be solicited using Attachment 2 and the contract listing submitted by offerors using Attachment 1. (*see Section J, Attachments 2 and 1*)
3. Offerors' proposed costs will be considered independently of the technical criteria and will not be given any specific numeric rating.

B. Technical Factors

TECHNICAL FACTORS will be evaluated by government personnel possessing a broad knowledge of the contract requirements. Proposals will be evaluated and scored to determine the relative merits of the offeror's proposal, in accordance with weighted evaluation criteria set forth below.

The proposal should fully address each of the evaluation criteria set forth below:

TECHNICAL FACTORS

1. Experience with Program Evaluation and Monitoring Techniques (40 points)

Offeror's knowledge of skills required to perform tasks in Statement of Work. Offeror's experience and capability in areas listed in the Statement of Work. Qualifications and aggregate experience of key personnel in appropriate evaluation area(s). Availability of key project staff to work on this contract.

2. Demonstrated Understanding of the Research Design, Issues and Problems Related to the Implementation of a Core Evaluation for Local Systemic Change Projects (LSC) (40 Points)

Overall soundness of the technical design and implementation plan. Demonstrated understanding of the nature of activities funded through the LSC initiative. Technical quality of response to required tasks.

3. Management, Organization and Facilities (20 points)

Appropriate organizational structure and management approach. Staffing plan that reflects an understanding of NSF's needs. Convincing plan for establishing partnerships with the local LSC evaluators. Facilities that are appropriate to the needs of the LSC initiative

Total Technical Points = 100

C. Past Performance 20 points

Potential technical criteria and past performance score total = 120 points.

D. Cost/Business Factors

52.217-5 Evaluation of Options (JUL 1990)

THE FOLLOWING FACTORS WILL BE ANALYZED BY A BUSINESS MANAGEMENT PANEL BUT WILL NOT BE NUMERICALLY SCORED.

(1) COST/PRICE FACTORS will be analyzed to (a) assess the realism of the proposed cost/price including options and (b) determine the probable cost/price to the Government. COST/PRICE FACTORS will be considered and analyzed by the Government but will not be

weighted or scored. The COST/PRICE FACTORS may also be used as an aid to determine the offeror's understanding of the TECHNICAL FACTORS requirements.

(2) OTHER FACTORS comprises other factors and issues which will be analyzed based upon information provided in the offeror's proposal and data obtained from the Government and other sources. While OTHER FACTORS fall into a separate category that is not directly associated to TECHNICAL FACTORS, COST/PRICE FACTORS or PAST PERFORMANCE FACTORS, these factors are pertinent to the acquisition process and are an important consideration of the Source Selection Official in making a final selection. In evaluating other factors, the Government will analyze all those factors (i.e., financial condition, labor relations concerns, and the priority placed by offeror on work proposed, etc.) which may affect the offeror's ability to perform the required effort. Cost/Business factors will be analyzed by a Business Management Panel to assess the realism of the proposed price and to assess the offeror's ability to perform the requirements of the contract.

[END OF SOLICITATION]